

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550262

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Badger Maps, Inc. | | 11/20/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Scaleworks Venture Finance Fund I, L.P. | | |
| Street Address: | 122 E. Houston Street | | |
| City: | San Antonio | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78205 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5045130 | BADGER MAPS | |
| Registration Number: | 5045142 | BADGER MAPPING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8059663320 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (805) 966-2440 | | |
| Email: | lvelez@rppmh.com | | |
| Correspondent Name: | Fernando Velez, Jr., Esq. | | |
| Address Line 1: | 1421 State Street, Suite B | | |
| Address Line 4: | Santa Barbara, CALIFORNIA 93101 | | |
| NAME OF SUBMITTER: | Steven Benson | | |
| SIGNATURE: | /Steven Benson/ | | |
| DATE SIGNED: | 11/20/2019 | | |
| Total Attachments: 4 | | | |
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OP \$65.00 5045130

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of November 20, 2019, is made by **BADGER MAPS, INC.**, a Delaware corporation ("Grantor"), in favor of **SCALEWORKS VENTURE FINANCE FUND I, L.P.**, a Delaware limited partnership ("Secured Party").

RECITALS

A. Grantor and Secured Party are parties to a Loan and Security Agreement, dated concurrently herewith (the "Loan and Security Agreement"), in which Secured Party agreed to lend certain funds to Grantor pursuant to the terms thereof.

B. Under the terms of the Loan and Security Agreement, Grantor granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan and Security Agreement, which is hereby incorporated by reference. The provisions of the Loan and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Loan and Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*e.g.*, "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BADGER MAPS, INC., a Delaware corporation

By: Steven Benson
Name: Steven Benson
Title: Chief Executive Officer

Address and Email for Notices:

539 Broadway
San Francisco, CA 94133
Email: steve@badgermapping.com

Agreed to and Accepted:

SCALEWORKS VENTURE FINANCE FUND I,
L.P., a Delaware limited partnership

By: Scaleworks Associates I, LLC, a Delaware
limited liability company, its General Partner

By: Ed Byrne
Name: Ed Byrne
Title: Manager

Address and Email for Notices:

122 E. Houston Street
San Antonio, Texas 78205

Email: ed@scaleworks.com

SCHEDULE 1

TRADEMARKS

Trademark Registrations:

| Mark | Jurisdiction | Registration Number | Registration Date | Record Owner |
|----------------|---------------|---------------------|-------------------|-------------------|
| Badger Maps | United States | 5,045,130 | Sep. 20, 2016 | Badger Maps, Inc. |
| Badger Mapping | United States | 5,045,142 | Sep. 20, 2016 | Badger Maps, Inc. |

Trademark Applications:

| Mark | Jurisdiction | ITU Status | Application Number | Filing Date | Record Owner |
|------|--------------|------------|--------------------|-------------|--------------|
| None | | | | | |

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